

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

(Appointed by the Maharashtra Electricity Regulatory Commission
under Section 42(6) of the Electricity Act, 2003)

REPRESENTATION NO. 107 OF 2025

In the matter of Prompt Payment Discount

Jathar Spinners Pvt. Ltd.Appellant
(Con. No. 253519063710)

V/s.

Maharashtra State Electricity Distribution Co. Ltd., Kolhapur Circle.Respondent
(MSEDCL)

Appearances:

Appellant : 1. Manohar Balkrishna Jathar, M.D.
2. Deepak Tukaram Bagewadikar, Representative

Respondent: 1. Mhasul Misal, Executive Engineer, (EE Adm.), Kolhapur Circle
2. Khijar Shaikh, Jr. Law Officer


Coram: Vandana Krishna [IAS (Retd.)]

Date of hearing: 2nd January 2026

Date of Order : 19th January 2026

ORDER

This Representation was filed on 17th November 2025 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the Order dated 01.10.2025 in Case No.57 of 2025 passed by the Consumer Grievance Redressal Forum,


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



MSEDCL, Kolhapur (the Forum). The Forum by its order rejected the grievance application of the Appellant.

2. The Appellant has filed this representation against the order of the Forum. An e-hearing was held on 02.01.2026 through video conference. Both parties were heard at length. The Appellant's submissions and arguments are as below. *[The Electricity Ombudsman's observations and comments are recorded under 'Notes' where needed.]*


- (i) The Appellant is a High Tension (HT) Power Loom consumer bearing Consumer No. 253519063710. The particulars of the electric connection, including details relating to the Prompt Payment Incentive, are provided in Table-1 below.

Table 1:

Name of Consumer	Consumer No.	Address on Bill	Sanc.Load / Contract Demand	Date of Supply	April 2025 Bill				
					Bill Date	Amt / Due Date	Amt / If Paid up to	Special Discount /Incentive of prompt	
Jathar Spinners Pvt. Ltd.	253519063710	Plot No.G-100, Gadhinglaj MIDC, Gadhinglaj Kolhapur - 416502	3200 KW /1450 KVA	07.12.2024	14.05.2025	Rs.72,68,790/- on 28.05.2025	Rs. 66,58,740/- if paid up to 20.05.2025	Prompt Payment	59,360
								Load Factor Incentive	4,23,260
								Region Subsidy	1,27,430
								Total	6,10,050

Jathar Spinners Ltd. is a manufacturer of textile products.

- (ii) The Appellant consistently avails the Prompt Payment Discount by remitting electricity bill payments within the prescribed period of seven (7) days. Consequently, the Appellant is eligible for and entitled to the applicable region-based subsidy and load factor incentive, which are duly accounted for and reflected in the monthly electricity bills.
- (iii) The electricity bill for April 2025 was issued to the Appellant on 14.05.2025. The net amount payable after considering the Prompt Payment Discount was ₹66,58,740/-. The cut-off date for availing the said discount was 20.05.2025, as indicated in Table-1.
- (iv) The Appellant initiated payment of ₹66,58,740/- on 20.05.2025 in the evening (after 6:00 p.m.) through the prescribed online banking channel via Bank of India.


 (Dilip Dumbre)
 Secretary
 Electricity Ombudsman Mumbai




[Note: It is notable that the Appellant took a calculated risk in initiating the payment at the very last minute. Sometimes technical glitches take place, and the payment mechanism fails. It is always advisable to keep at least a few hours' margin, if not a day's margin, in making the payment.] In accordance with standard electronic funds transfer protocols, the transaction resulted in debit of the said amount from the Appellant's bank account on the same date. However, due to a technical or system-related error attributable to the Respondent's payment processing mechanism, the corresponding credit was not posted to the Respondent's (MSEDCL's) account. Subsequently, the debited amount of ₹66,58,740/- was reversed and re-credited to the Appellant's bank account on 23.05.2025 as tabulated in Table 2:

Table 2:

Bank of India : Ichalkaranji Branch							
Name	Jathar Spinners Pvt. Ltd.		Account No. ---028				
Sr.No.	Txn Date	Description	Cheque No.	Withdrawal (Rs.)		Deposits (Rs.)	
6	20.05.2025	StU MSEDCL April 2025		Rs.66,58,740/-			

24	23.05.2025	SBEPAY				66,58.740/-	


- (v) The payment transaction initiated on 20.05.2025 was executed through the official online portal and was duly processed within the banking system on the due date. The funds were successfully debited from the Appellant's account and transmitted through the internal banking settlement system. Any interruption or failure in credit was solely on account of technical or systemic issues and was not attributable to any omission or default on the part of the Appellant.
- (vi) While the Respondent contended non-receipt of payment, the Appellant complied fully with the prescribed electronic payment mechanism as mandated by the Respondent and facilitated by Government-approved banking infrastructure. The transaction was executed strictly in accordance with the instructions issued by the Respondent from time to time. Accordingly, any consequential delay, loss, or


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 Secretary
 Electricity Ombudsman Mumbai



accounting impact arising from system processing cannot be attributed to the Appellant.

- (vii) The delayed credit of funds to the Respondent's account arose due to minor technical or processing issues within the banking and payment settlement systems. Attribution of default to the consumer for such system-generated delays or lapses at the level of the banking network or the Distribution Company's payment gateway is neither justified nor consistent with established accounting and commercial principles.
- (viii) The Appellant has consistently maintained a record of timely and punctual settlement of electricity dues. In the present instance as well, payment was effected on 20.05.2025, being the stipulated due date, and the corresponding debit was duly reflected in the Appellant's bank account. Ignoring these material facts and without affording due opportunity of hearing, the Distribution Company proceeded in an arbitrary manner.
- (ix) The Appellant filed a grievance application before the Forum in July/August 2025 (the exact date of filing has not been recorded in the Forum's order). The Forum, by its order dated 01.10.2025, rejected the said grievance application. The Forum failed to understand the basic issue that the Appellant has processed the said payment which clearly shows in the Bank of India Current Account Statement which is produced in Table 2.
- (x) The transaction involved inter-bank electronic payment systems of both the Appellant's banker and the Respondent's banker. The amount was duly debited through the online payment platform, and there was no deficiency or lapse on the part of the Appellant. As stated by the Respondent, the reversal was effected by the bank, and the resultant system-generated response reflected reversal due to non-posting of credit at the Respondent's end.
- (xi) Neither the Appellant nor the Respondent acted negligently; however, this factual position has not been correctly appreciated or recorded by the Forum. In high-value and high-frequency electronic transactions, occasional system-level or operational



(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



banking failures are recognized accounting risks arising from human or technical factors. However, the observations of the Forum have not reflected this in its order.

- (xii) The Appellant cannot be held accountable for systemic or infrastructural deficiencies in the banking or payment systems, particularly when such systems are designed, implemented, and mandated by the Distribution Company. Having effected payment within the prescribed time and being otherwise eligible, denial of Prompt Payment Discount (PPD) amounts to unjust enrichment of the Respondent.
- (xiii) The Appellant placed reliance on the Order dated 04.08.2017 passed by the Electricity Ombudsman (Mumbai) in Representation No. 64 of 2017, in the matter of *Siyaram Silk Mills Ltd. v. Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL)*, pertaining to billing and levy of delayed payment charges. In the said order, the Ombudsman, after hearing both parties, recorded in paragraph 7 that

7. *Heard the parties. The bill for the month of June 2016 was issued to the Appellant consumer on 5th July, 2016. If the said bill had been paid up to 11th July, 2016, the amount payable with PPD benefit was Rs. 70,88,130/-. The due date was 19th July, 2017 and the amount payable up to due date was Rs. 77,70,340/- and if paid after 19th July, 2017, the amount payable was Rs. 79,25,750/-. The account statement of Bank of Baroda shows that the amount of Rs. 70,88,130/- was debited to the account of the Appellant consumer through RTGS on 11th July, 2016 but the same was again credited to the account by the Appellant consumer on the same day i.e. 11th July, 2016. The statement further shows that the Appellant consumer paid Rs.70,88,130/- on 25th July, 2016 to the MSEDCL. It is the case of the Appellant that the payment was bounced back and when this aspect was brought to their notice, the payment was immediately made on 25th July, 2016. The Respondent has pointed out that the payment was made by the Appellant consumer only after the notice of disconnection under Section 56 (1) of the Act was issued to the consumer on 22nd July, 2016. The Appellant has, however, produced a copy of the said notice to show that it was*


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Secretary
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received by the consumer only on 26th July, 2016. The Appellant consumer has pointed that they are very much regular in payments and has availed all the benefits for last about five years, which fact was not disputed by the Respondent MSEDCL.....

10 It is a fact that the Appellant consumer has been regular in their payments and also for the billing month of June 2016, the bill amount of Rs. 70,88,130/- was paid on due date on 11th July, 2016 for availing the benefit of PPD and LFI. The RTGS payment, however, is bounced back and the amount of bill was not credited in the account of MSEDCL on 11th July, 2016. As the payment was not delayed deliberately, it will not be just and proper on the part of the MSEDCL not to extend benefit of LFI of Rs. 7,89,705.65 in the billing month of July 2016. The Respondent MSEDCL pointed out during the hearing that since the proposal forwarded by the SE has been already rejected by the Head Office, they are unable give any concession or make any statement in this regard. However, in the facts and circumstances of this case, the proposal given by the Appellant consumer is rational and reasonable. It would not be proper to deprive the consumer from the benefit of LFI in the billing month of July 2016.

11 In the result, this representation is partly allowed. The Respondent MSEDCL is directed to refund the amount of 7,89,705.65 towards the LFI or the admissible amount on account which was due in the billing month of July 2016. The Respondent MSEDCL will be at liberty to adjust the refundable amount of LFI in the monthly electricity bill of the Appellant consumer.

(xiv) The ratio and principles laid down in the aforesaid order squarely apply to the present case, wherein the Appellant has been a regular payer and any delay or non-credit of payment was neither intentional nor attributable to the Appellant. Hence, denial of applicable incentives/benefits in the present matter would be contrary to the settled position of law and the reasoning adopted by the Electricity Ombudsman.


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Electricity Ombudsman Mumbai



- (xv) The Appellant has also placed on record detailed submissions relying upon the Order dated 27.10.2016 passed by the CGRF, Nashik, in Case No. 551 of 2016–17, highlighting and demonstrating the procedure prescribed by MSEDCL for making payments through RTGS/NEFT.
- (xvi) In view of the foregoing facts, the accounting records placed on record, and the settled principles of equity and fairness, the Appellant prays that the Respondent be directed to refund an amount of ₹6,10,050/-, along with applicable interest, by way of adjustment in the subsequent/ensuing electricity bill of the Appellant.

3. The Respondent’s submissions and arguments are as below:

Preliminary Objection – Lack of Locus Standi


- (i) The present representation is not maintainable for want of proper authorization. The Appellant entity is a Private Limited Company, having multiple Directors and shareholders. The Appellant has failed to place on record any Board Resolution or authorization empowering him to institute and pursue the present proceedings on behalf of the company.

Reply on Merit:

- (ii) The billing particulars for the month of April 2025 are summarized in Table 1. The important data is reproduced below:
- a. Date of Bill: 14.05.2025
 - b. Prompt Payment Due Date: 20.05.2025: Amount payable: ₹66,58,740/-
 - c. Due up to 28.05.2025: Amount payable: ₹72,68,790/-
 - d. After Due Date (post 28.05.2025): Amount payable: ₹73,81,360/-

The Respondent has produced I.T. communication logs, which show that after bill generation on 14.05.2025, an SMS was successfully delivered on 15.05.2025, stating:

“Bill for cons. no. 253519063710 for APR-2025 of Rs. 72,68,790 is due on 28-MAY-25. Amount payable on or before 20-MAY-25 is Rs. 66,58,740. – MSEDCL”



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Secretary
Electricity Ombudsman Mumbai



This clearly proves that the Appellant was duly informed of the Prompt Payment Discount date, and no deficiency of service can be attributed to MSEDCL.

- (iii) The Appellant first attempted to make the payment of the said bill on 20.05.2025 at 16:33:04 hours through Net Banking using his banker, Bank of India. The transaction failed at the Appellant's bank end at 16:36:01 hours. The Appellant attempted the transaction again at 16:36:01 hours; however, no response was received from the channel, the transaction was not processed further, and the amount was subsequently refunded by the bank on 23.05.2025. Since the amount was never credited to the Respondent's account on or before the prompt payment discount date, no receipt was generated in the billing system. No SMS or email was sent to the Appellant informing him that payment was received. The Appellant was fully aware of this issue, as in previous months payment was always acknowledged by the Respondent. Consequently, the Appellant re-initiated payment through RTGS mode on 26.05.2025. As this payment was made after the prompt payment discount date, the Appellant became ineligible for the prompt payment discount and other related rebates such as Load Factor Incentive and Regional Subsidy.
- (iv) The Appellant was fully aware that payment had not been successfully made within time and therefore made the payment again on 26.05.2025. The Appellant reported the issue to the Kolhapur Circle Office on 27.05.2025, and after verification, the Circle Office forwarded the matter to the Billing and Revenue Department at the Head Office, Mumbai, on 09.06.2025 for examination.
- (v) The Appellant's own banker, Bank of India, vide letter dated 23.05.2025, informed the Respondent that

"We have received application from our esteemed consumer M/S JSPL regarding seeking information of written electricity bill paid on 20.05.2025 of Rs.66,58,740/- for the month of April 2025 vide ref.no. 189937079, but amount has returned without satisfactory reason."


(Dilip Dumbre)
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Thus, even the Appellant's bank has admitted that the transaction failed without clarity, and therefore the Respondent cannot be held responsible for the failure of the banking transaction.

As per the confirmation received by email from MSEDCL's banker, State Bank of India (SBI), on 03.07.2025, it was informed that

"SBIEPAY not received response from channel hence transaction is failed and refunded to customer."

The matter was thereafter escalated to the Head Office of the Respondent for clarification from the concerned bank. Pursuant thereto, SBI, vide its communication dated 04.09.2025, clarified that

"We have not received the success response from bank for this reason this transaction got failed and customer account debited we have received the funds for this reason transaction refund to customer."

Upon further clarification sought by SBI, it was confirmed on 09.09.2025 that


"As checked we didn't receive dv response from bank of India."

"DV response" (i.e., debit verification) was not received from Bank of India. Consequently, the payment was never realized in MSEDCL's account on the prompt payment discount due date. Copies of the relevant emails along with log files are kept on record.

- (vi) The Respondent has placed on record the system records of a successful previous payment made by the Appellant towards the March 2025 bill. The logging records show that on 21.04.2025, the Appellant made successful payment. The loggings show as below:

- Payment attempted at 17:13:37 hrs.
- Transaction booked at 17:13:44 hrs.
- Receipt generated immediately at 17:13:44 hrs.

This clearly establishes that whenever a transaction is successful, the system generates the receipt and confirmation instantaneously.


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(vii) The Respondent pointed out that Message logs for the failed Net Banking transaction dated 20.05.2025 reveal that:

- *No receipt was generated*
- *No SMS confirmation was sent*
- *The transaction was not successfully processed*


Since the same payment mode generated an instant receipt earlier, the absence of receipt on 20.05.2025 clearly confirms transaction failure. Under such circumstances, it was the Appellant's responsibility to check if an SMS was received from MSEDCL, thanking him for the payment, as is usually the case. It was also his responsibility to verify the failure with his banker. MSEDCL's role is limited to receipt and confirmation of successful payments, and no manual intervention is possible in the automated billing system.

(viii) After the failed transaction, the Appellant made payment via RTGS on 26.05.2025. System records show that the amount was credited on 26.05.2025 at 00:00 hours, and SMS confirmation was sent on 27.05.2025 at 10:26:45, stating:

"Thanks for RTGS PAYMENT of Rs. 72,68,790 towards MSEDCL Energy Bill..."

This proves that confirmation is issued only after actual realization of funds, and not merely on initiation of payment.

(ix) From the above, it is clear that MSEDCL duly informed the Appellant of the PPD date. Receipts and confirmations are generated only upon successful realization. The payment on 20.05.2025 was never realized. Therefore, eligibility for Prompt Payment Discount must be determined strictly on the basis of realization of funds, not initiation of transaction. The delay and failure were solely attributable to the Appellant's bank. MSEDCL's computerized system automatically applies discounts and does not permit manual override. Consequently, denial of Prompt Payment Discount, Load Factor Incentive, and Regional Subsidy is strictly as per rules.


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Electricity Ombudsman Mumbai




- (x) Since the grievance arises from a failed banking transaction, the appropriate remedy lies under the Banking Ombudsman Scheme. Without availing the proper Forum, the Appellant has wrongly approached this Hon'ble Forum.
- (xi) The Respondent places reliance upon the following precedents:
- a. the order passed by the CGRF, Nagpur Urban Zone in *Spentex Industries Ltd. vs. MSEDCL* (Case No. 255/2014, order dated 06.12.2014), wherein it was held that **the date of payment is the date of actual realization of funds;** and
 - b. the order passed by the Hon'ble MERC in *Chamber of Marathwada Industries & Agriculture vs. MSEDCL* (Case No. 183/2011), wherein it was clarified that **the date of realization of the amount shall be treated as the date of deposit.**
- (xii) The Appellant has relied upon the order dated 04.08.2017 passed by the Electricity Ombudsman (Mumbai) in Representation No. 64/2017; however, the said order is factually distinguishable. In that case, the relief granted was confined only to the Load Factor Incentive of a subsequent month, and no relief was granted in respect of the bill in which the payment had failed. Accordingly, the ratio of the said order in Representation No. 64/2017 is not applicable to the facts of the present case.
- (xiii) In view of the above facts, documents, and settled legal position, the Respondent prays that the present representation filed by the Appellant be dismissed as being devoid of merit and not maintainable.

Analysis & Ruling

4. Heard the parties and perused the documents on record. The Appellant is a High Tension (HT) Power Loom consumer who is engaged in the manufacture of textile products.

5. The Appellant contended that they have consistently availed the Prompt Payment Discount. For the month of April 2025, the electricity bill dated 14.05.2025 showed a net payable amount of ₹66,58,740/- with the cut-off date for availing PPD being 20.05.2025. The Appellant initiated payment of the said amount on 20.05.2025 through the prescribed online



(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



banking channel, and the amount was duly debited from the Appellant's bank account on the same date. However, due to technical or system-related issues at the Respondent's end, the amount was not credited to the Respondent's account and was subsequently reversed on 23.05.2025. The Appellant had fully complied with the prescribed payment mechanism within the stipulated time, and the non-credit was not attributable to any act or omission on the part of the Appellant. The Forum failed to properly appreciate these facts and the settled principle laid down in *Siyaram Silk Mills Ltd. v. MSEDCL*. Accordingly, the Appellant is entitled to refund/adjustment of ₹6,10,050/- along with applicable interest in the subsequent electricity bill.

6. The Respondent contended that April 2025 bill was issued on 14.05.2025 with the Prompt Payment Discount (PPD) due on 20.05.2025, which was duly communicated to the Appellant by SMS on 15.05.2025. The Appellant attempted payment on the last date, i.e. 20.05.2025 through Net Banking, but the transaction failed at the bank's end and the amount was refunded, as confirmed by Bank of India (Appellant's Bank) and SBI (Respondent's Bank) due to non-receipt of debit verification. Since no amount was realized in MSEDCL's account by the PPD date, no receipt was generated. The Appellant thereafter made payment through RTGS on 26.05.2025, after the PPD date, and thus became ineligible for PPD and related incentives. System records show that receipts and confirmations are generated only upon successful realization, as demonstrated by earlier successful payments. The failure was solely attributable to the Appellant's bank, and MSEDCL's automated system does not permit manual override. Accordingly, denial of PPD, Load Factor Incentive, and Regional Subsidy is strictly as per rules.

7. MSEDCL has, from time to time, issued Finance/Commercial Circulars governing delays in credit of payments made through RTGS/NEFT, inter alia Circular No. 141 dated 18.08.2011 and Circular No. 3437 dated 07.02.2012. Aggrieved by Commercial Circular No. 141 dated 18.08.2011, the Chamber of Marathwada Industries and Agriculture filed a Petition before the Commission in Case No. 183 of 2011 seeking withdrawal of the said Circular and refund of


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the amounts so collected. The Commission, after due consideration, passed an Order dated 26.08.2012, wherein it took the following view. The relevant operative findings are reproduced below:

Part II, RECEIPT OF GOVERNMENT REVENUES, DUES, ETC. AND CREDITING THEM INTO THE GOVERNMENT ACCOUNT.

20. Date of Receipt of Government revenues, dues etc.-

Government dues tendered in the form of a cheque or draft which is accepted under the provision of rule 19 and is honoured on presentation, shall be deemed to have been paid-

(i) Where the cheque or draft is tendered to the bank, on the date on which it was cleared and entered in the receipt scroll.

Exhibit-B : Public Provident Fund Scheme, 1968:Minor Circular No.

DGBA.CDD.H-7530/15.02.2001/2009-10, dated 29.03.2010. 0


1. Reckoning the date of deposit in case of cheque payment-

*(b) In order to bring uniformity in the reckoning of the date of deposit in the PPF vis-a vis POSS and SCSS, the GoI vide their letter F. No. 7/7/2008/NSII dated February 10, 2010 have decided that hereafter in modification of Ministry of Finance letter No. F. 3 (9)- PD/ 72 dated September 4, 1972 “ when a deposit is made in the PPF account by means of a local cheque or demand draft by the subscribe, **the date of realization of the amount will be the date of deposit.** ”*

In view of the Central Government Account Rules quoted above, and for the above stated reasons, the petitioner prayers are rejected being devoid of merits and on account of lacking sufficient grounds.

8. Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021 stipulate as below:

16.1.4 The Distribution Licensee shall intimate the Consumer about despatch of bill through SMS and/or email immediately and the intimation shall consist of the


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Secretary
Electricity Ombudsman Mumbai



details of bill amount, the due date for payment and the date for availing prompt payment discount, if any.

16.5.1 The Distribution Licensee may offer incentives to Consumers for making prompt or early payment of their bills, in accordance with the relevant orders of the Commission.

9. In this case, the Appellant did not receive any SMS or email from the Respondent on 20.05.2025 informing that the payment had been received. The Appellant did not track this non-receipt or did not give it due importance. It is also notable that the Appellant pushed the payment to the very last moment, i.e. the evening of the 20th of May 2025, without keeping an adequate margin for system failure or technical glitches. The following issue is framed for consideration.


➤ **Issue: Whether the Appellant is entitled for Prompt Payment Discount, Load Incentive Charges, and the subsequent Regional Discount?**

As per Tariff order of the Commission in Case No. 226 of 2022 dated 31.03. 2023, the consumer is eligible for Prompt Payment Discount as stated below:

1. Prompt Payment Discount: A prompt payment discount of one percent of the monthly bill (excluding Taxes and Duties) shall be provided to consumers for payment of electricity bills within 7 days from the date of their issue.

It is an admitted position that the sum of ₹66,58,740/- was not realized or credited to MSSEDCL's account on or before the due date. Whether the failure occurred at the end of Bank of India or State Bank of India is immaterial, as the fact remains that no credit entry was passed in MSSEDCL's books of account. Bank of India has itself stated that the amount was returned without any satisfactory reason and that the exact cause of return was not known to the bank.

In the normal course of electronic banking transactions, a debit entry in the consumer's account is followed by a corresponding credit entry in the beneficiary's account upon


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



successful completion; in case of failure, the debit entry is reversed by way of refund. In the present case, no credit entry was effected in MSEDCL's account and no receipt was generated, clearly indicating that the payment was not successfully processed.


Accordingly, **mere initiation of payment does not constitute realization of payment.** Moreover, the Appellant would have been fully aware that he had not received any acknowledgment or confirmation from the Respondent on 20.05.2025 regarding receipt of payment. Since the amount was not credited to MSEDCL within the stipulated time, the Appellant is not entitled to the Prompt Payment Discount.

2. As per the Tariff Order dated 31.03.2023 passed by the Commission in Case No. 226 of 2022, the Load Factor Incentive is admissible only on fulfilment of the conditions prescribed therein.

“Load Factor Incentive

- a. Consumers having Load Factor above 75% and up to 85% will be entitled to an incentive in the form of a rebate of 0.75% on the Energy Charges for every percentage point increase in Load Factor from 75% to 85%. Consumers having a Load Factor above 85 % will be entitled to a rebate of 1% on the Energy Charges for every percentage point increase in Load Factor from 85%. The total rebate will be subject to a ceiling of 15% of the Energy Charges applicable to the consumer.*
- b. This incentive is applicable only to consumers in the tariff categories HT I: Industry, HT II: Commercial and HT VIII: Public Services – HT VIII (A) and HT VIII (B) only. `*
- c. The Load Factor incentive will be available only if the consumer has no arrears with the Distribution Licensee, and **payment is made within seven days from the date of the electricity bill.** However, it will be available to consumers in whose case payment of arrears in instalments has been allowed by the Distribution Licensee, and such payment is being made as scheduled. The Distribution Licensee shall take a commercial decision on the schedule for such payments.....”*

In the present case, as the Appellant failed to make prompt payment within the stipulated time, the Appellant is not entitled to the Load Factor Incentive.


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3. **Region Subsidy:** The Respondent's Corporate Office, vide Commercial Circular No. 337 dated 06.07.2022 issued pursuant to Government Decision (Energy) No. 5 dated 23.06.2022, has provided that only those consumers who make prompt payment within the prescribed time are eligible for Region Subsidy. Since no prompt payment was made within seven (7) days in the present case, the Appellant is not entitled to the benefit of Region Subsidy.


10. The Appellant has referred to the Order dated 04.08.2017 passed by the Electricity Ombudsman (Mumbai) in Representation No. 64 of 2017 in the case of *Siyaram Silk Mills Ltd. v. Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL)*, relating to billing and levy of delayed payment charges. However, it is noted that under the Tariff Order presently in force, the applicable provisions and regulatory framework stand revised from time to time. Accordingly, this Authority is of the view that the ratio and observations contained in the said order are distinguishable from and different to the facts of the present case.

11. The Appellant is free to approach the banking ombudsman to determine the issue of which bank is responsible for the failed transaction on 20.05.2025.

12. The Forum has passed reasoned and speaking original as well as review orders, which do not warrant any modification.

13. The representation of the Appellant is rejected and is disposed of accordingly.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


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